

special assessment shall have the assent of two-thirds (2/3) of the votes for each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

7.05 Owner's Personal Obligation for Payment of Assessments. The regular and special Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot shall be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof, (or if there is no such highest rate, then at the rate of 2% per month) together with all costs and expenses of collection, including reasonable attorneys' fees.

7.06 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, shall, together with interest as provided in Section 7.05, and the cost of collection, including reasonable attorney's fees, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors, or assigns. This lien shall be superior to all other liens and charges against the said Lot, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust lien of record, securing in either instance sums borrowed for the acquisition or improvement of the Lot in question. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination may be signed by an officer of the Association. To evidence the aforesaid Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien, and a description of the Lot. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Travis County, Texas. Such lien for payment of Assessments shall attach with the priority set forth above from the date that such payment becomes delinquent and may be enforced by the foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of Assessment lien as provided above, or the Association may institute suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred. The Association shall have the power to bid on the property at foreclosure, or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall report to said Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due.

#### ARTICLE VIII EASEMENTS

8.01 Reserved Easements. All dedications, limitations, restrictions, and reservations shown on the Plat and all grants and dedications of easements, rights-of-way, restrictions, and related rights, made by Declarant prior to the Property becoming subject to this Declaration, are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed, or conveyance executed, or to be executed, by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the said easements and rights-of-way for the purpose of most efficiently and economically developing the Property.

Further, Declarant reserves the right, without the necessity of the joinder of any Owner, or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, rights-of-way and easements for public utility purposes (including, without limitation, gas, water, cable television, electricity, telephone and drainage), in favor of any person or entity, along and on either or both sides of any Lot line, which said easement shall have a maximum width of 7.5 feet on each side of such Lot line.

**8.02 Installation and Maintenance.** There is hereby created an easement upon, across, over and under all of the Property for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including, but not limited to, water, gas, telephones, electricity and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, on, above, across and under the Property, within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Improvement. Notwithstanding any provision contained in this section, no electrical lines, water lines or other utilities or appurtenances thereto may be relocated on the Property until approved by Declarant or the Architectural Committee. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the Plat, and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

**8.03 Drainage Easements.** Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Committee thereon, require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements as defined in this Declaration and shown on the Plat. There shall be no construction of Improvements, temporary or permanent, in any drainage easement, except as approved in writing by the Architectural Committee.

**8.04 Surface Areas.** The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation, or repair of any facility in any such easement area.

**8.05 Common Area.** Each Owner shall have an easement of use and enjoyment in and to all Common Area which shall be appurtenant to and shall pass with title to such Owner's Lot, subject to the following provisions:

- (A) The right of the Association to suspend the Owner's voting rights and right to use the Common Area for any period during which any Assessment against such Owner's Lot remains unpaid, and for any period during which the Owner is in violation of the rules and regulations of the Association;
- (B) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by a majority vote of the Members;
- (C) The right of the Association to borrow money for the purpose of improving the Common Area and, in-



furtherance thereof, mortgage the Common Area, all in accordance with the Articles and Bylaws;

- (D) The right of the Association to make reasonable rules and regulations regarding the use of the Common Area and any facilities thereon; and
- (E) The right of the Association to contract for services with third parties on such terms as the Association may determine.

#### ARTICLE IX MISCELLANEOUS

9.01 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2020, unless amended as herein provided. After December 31, 2020, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots within the Property then subject to this Declaration.

#### 9.02 Amendment.

- (A) By Declarant. This Declaration may be amended for the purpose of complying with any requirements of the City of Austin, Texas, Travis County, Texas, the Veterans Administration, the Federal Housing Administration, the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association by the Declarant acting alone until December 31, 1995, or until Declarant no longer holds a majority of the votes in the Association, whichever occurs first. No amendment by Declarant after December 31, 1995, shall be effective until there has been recorded in the Real Property Records of Travis County, Texas, an instrument executed and acknowledged by Declarant and setting forth the amendment, and an instrument executed and acknowledged by the President and Secretary of the Board certifying that the Declarant had the requisite number of votes.
- (B) By Owners. In addition to the method in Section 9.02 (A), this Declaration may be amended by the recording in the Travis County Real Property Records of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least seventy-five percent (75%) of the number of votes entitled to be cast pursuant to Section 5.03 hereof.

9.03 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

9.04 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

furtherance thereof, mortgage the Common Area, all in accordance with the Articles and Bylaws;

- (D) The right of the Association to make reasonable rules and regulations regarding the use of the Common Area and any facilities thereon; and
- (E) The right of the Association to contract for services with third parties on such terms as the Association may determine.

#### ARTICLE IX MISCELLANEOUS

9.01 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2020, unless amended as herein provided. After December 31, 2020, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots within the Property then subject to this Declaration.

#### 9.02 Amendment.

- (A) By Declarant. This Declaration may be amended for the purpose of complying with any requirements of the City of Austin, Texas, Travis County, Texas, the Veterans Administration, the Federal Housing Administration, the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association by the Declarant acting alone until December 31, 1995, or until Declarant no longer holds a majority of the votes in the Association, whichever occurs first. No amendment by Declarant after December 31, 1995, shall be effective until there has been recorded in the Real Property Records of Travis County, Texas, an instrument executed and acknowledged by Declarant and setting forth the amendment, and an instrument executed and acknowledged by the President and Secretary of the Board certifying that the Declarant had the requisite number of votes.
- (B) By Owners. In addition to the method in Section 9.02 (A), this Declaration may be amended by the recording in the Travis County Real Property Records of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least seventy-five percent (75%) of the number of votes entitled to be cast pursuant to Section 5.03 hereof.

9.03 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

9.04 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.



9.05 Exemption of Declarant Notwithstanding any provision in this Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Committee. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property.

9.06 Assignment by Declarant. Notwithstanding any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder.

9.07 Compliance with Provisions of Legend Oaks Restrictions. Each Owner shall comply strictly with the provisions of the Legend Oaks Restrictions as the same may be amended from time to time. Failure to comply with any of the Legend Oaks Restrictions shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by the Board on behalf of the Association or by an aggrieved Owner.

9.08 Enforcement and Nonwaiver.

- (A) Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, Declarant, and/or the Board shall have the right to enforce all of the provisions of Legend Oaks Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.
- (B) Nonwaiver. The failure to enforce any provision of the Legend Oaks Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

9.09 Construction.

- (A) Restrictions Severable. The provisions of the Legend Oaks Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.
- (B) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.
- (C) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

9.09 Execution. This Declaration is executed by C. Peyton Collins, in his capacity as attorney-in-fact for Developer, pursuant to that one certain Special Power of Attorney, recorded in Volume 9978, Page 551 of the Real Property Records of Travis County, Texas, a copy of which is attached as Exhibit "C," and incorporated by reference into this Declaration for all purposes.

IN WITNESS WHEREOF, Declarant has executed this Declaration  
as of this the 20 day of June, 1987.

Declarant:

REALTEX FUNDING CORP., a Texas  
corporation

By:

C. Peyton Collins  
C. Peyton Collins, Attorney-in-  
Fact

THE STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 20 day  
of June, 1987, by C. Peyton Collins, Attorney-in-Fact for  
Realtex Funding Corp., a Texas corporation, on behalf of said  
corporation.

NOTARY SEAL

Kimberly Johnson  
Notary Public, State of Texas  
KIMBERLY JOHNSON  
Printed Name of Notary

My Commission Expires: 9-11-90

2-687.186



IN WITNESS WHEREOF, Declarant has executed this Declaration  
as of this the 20 day of June, 1987.

Declarant:

REALTEX FUNDING CORP., a Texas  
corporation

By: C. Peyton Collins  
C. Peyton Collins, Attorney-in-  
Fact

THE STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 20 day  
of June, 1987, by C. Peyton Collins, Attorney-in-Fact for  
Realtex Funding Corp., a Texas corporation, on behalf of said  
corporation.

NOTARY SEAL

Kimberly Johnson  
Notary Public, State of Texas

KIMBERLY JOHNSON  
Printed Name of Notary

My Commission Expires: 9-11-90

2-687.186

April 16, 2021

[REDACTED]  
Brian J. Tagtmeier  
The Kelly Legal Group, PLLC  
P. O. Box 2125  
Austin, Texas 78768

Dear Mr. Tagtmeier:

We represent Chalice McGee and write in response to your March 25, 2021 correspondence. It seems that you have not been fully informed by your clients about the underlying circumstances about which you wrote.

First, our client did obtain prior written approval of the Architectural Committee before constructing the fence in question, so there is no violation of the restrictions to discuss. There are no tents, shacks or other temporary structures present.

Your claims that the fence encroaches on your client's property, or that the existing fence was damaged during the course of construction of the new fence, are also unfounded. We suggest you investigate those claims further before launching a groundless lawsuit. If you choose to litigate, it is your clients who will face exposure for paying our client's fees.

Mr. Tagtmeier, we don't know each other but I have had positive experiences in the past with other attorneys at your firm. Our client has no interest in antagonizing yours, but they have a long history of harassing and threatening her and many others in the neighborhood. The most egregious example which has been documented is described in the attached police report. Part of her motivation for building this fence was to avoid any further such confrontations, and so far it has seemed to achieve that goal. She just wants to be left alone, and to avoid any further tension or escalation with her neighbors. Please see what you can do to de-escalate this situation.

We look forward to hearing from you.

Very truly yours,

/s/ Daniel H. Byrne  
Daniel H. Byrne

DHB/mpy  
Enclosure  
cc: Client







**AUSTIN POLICE DEPARTMENT  
GENERAL OFFENSE HARDCOPY  
(TERRORISTIC THREAT)  
GO# 2017-491608**



# AUSTIN POLICE DEPARTMENT

## GENERAL OFFENSE HARDCOPY

### OPEN RECORDS REQUEST

(2704-0 TERRORISTIC THREAT)

F-1/40

GO# 2017-491608  
NOT APPROVED

### Narrative Text

Type INITIAL REPORT

Subject

Author AP7549 - KEITH, ROBERT

Related Date Feb-18-2017 23:31

DMAV

On 02/18/17 I, Officer R. Keith #7549, responded to a nature unknown urgent call at 7101 Quimper ln. Dispatch advised me,

2/18/2017 21:18:29 AP4245 female yelling and screaming

2/18/2017 21:18:31 AP7670 Male yelling and banging on a door down street from abov loc

2/18/2017 21:18:38 AP4245 outside - caller sts disturbance going on 2/18/2017 21:18:41 AP7670 Duplicate call appended to incident at 21:18:41 2/18/2017

21:18:48 AP4245 LOTS OF SCREAMING - LOUD BANGING

2/18/2017 21:19:13 AP4245 no wpns seen - unk int/drugs - outside

2/18/2017 21:19:14 AP7670 new caller Dan cb: 512-567-6382

2/18/2017 21:19:18 AP7670 unkn desc of susp.

2/18/2017 21:19:28 AP7670 calling from Jumano ln.

While en route to the call I was advised that the complainant had called back to advised us that the female was now waiving a gun around at the neighbors.

18/2017 21:23:42 AP4339 Duplicate call appended to incident at 21:23:42

2/18/2017 21:24:05 AP8088 Duplicate call appended to incident at 21:24:05

2/18/2017 21:24:20 AP4339 new caller @ 512 808 6788 neighbor just waved gun at another neighbor

2/18/2017 21:24:28 AP8088 COMP CB...ADV FEM SUSP OUTSIDE WAVING GUN AROUND

2/18/2017 21:25:02 AP4339 susp lives on same street...her house is red brick unk exact addr blk jeep in driveway

2/18/2017 21:25:15 AP8088 SUSP WF LATE 40'S WRNG GRN TOP/DRK PANTS

2/18/2017 21:25:22 AP4339 unk susp name...susp is wf 40-50 yoa wrg long tshirt leggings

2/18/2017 21:25:24 AP5590 AIR HELD .. CONTINUING

2/18/2017 21:25:53 AP5590 MSG OOC SEE CALL 550

2/18/2017 21:25:56 AP8088 UNK COLOR PISTOL

2/18/2017 21:26:14 AP8088 FEM YELLING AND THREATENING TO SHOOT PEOPLE

2/18/2017 21:27:10 AP4339 compl can hear susp screaming still...

I arrived and parked near the instersection of Ridge Oak and Quimper ln. I did not know where the suspect was and approaching on foot would provide me a better opportunity to locat her and seek cover if fired upon.

I removed my patrol rifle from the locked rack and began to approach on the west side of the street. I then observed Det Midkiff(plain clothes) waiving at me on the east side of the street. I recognized him from our past interactions.





# AUSTIN POLICE DEPARTMENT

## GENERAL OFFENSE HARDCOPY

### OPEN RECORDS REQUEST

(2704-0 TERRORISTIC THREAT)

GO# 2017-491608  
F-1/41  
NOT APPROVED

Det Midkiff informed me that the house at the end of the street (7101 Quimper) was where the suspect was last observed, and that moments before my arrival on scene she had a firearm.

I then heard a female yelling from near the suspect residence. I began to approach on foot, circling to my left to provide a better view into the drive way due to two large bushes obstructing my line of sight.

As I was doing this I observed movement over the top of a sedan in the suspects drive way.

I illuminated the area with my weapon light and loudly announced "AUSTIN POLICE". I then observed a female put her hands up in the air. I began to issue commands to the female to walk towards the street. She briefly ducked out of view before appearing on the street side of the bushes.

She was later identified as,

[REDACTED] I ordered Anita to lay on the ground, she screamed that she was the one who called the police, [REDACTED]. She showed great difficulty following simple instructions, such as "crawl towards me".

Anita continued to scream, at one point sitting up and reaching for her waist band. At one point Anita stated, unprovoked, that she did not have a gun.

Officer Guerra arrived on scene and we began to formulate a plan of how to take the non-compliant Anita into custody.

At this point I heard Det Midkiff began to yell that someone was walking up behind Officer Guerra and I.

[REDACTED] husband,

[REDACTED] Began to walk up behind us. He was detained by other officers as she began to arrive on scene.

We began to move forward to detain the still non-compliant [REDACTED]

Officer Fritz detained her in handcuffs.

I then shifted my attention to the residence and the two vehicles in front of it.

I was advised by [REDACTED] that her 18 year old son was inside the residence, and



# AUSTIN POLICE DEPARTMENT

## GENERAL OFFENSE HARDCOPY

### OPEN RECORDS REQUEST

(2704-0 TERRORISTIC THREAT)

GO# 2017-491608

F-1/42

NOT APPROVED

that there were several firearms inside.

Due to the nature of the call (involving a firearm), and the volatile behavior that was demonstrated by [REDACTED], we decided to check the welfare of anyone inside the residence and clear it for confederates.

We made contact with [REDACTED] son,

[REDACTED] W/M, [REDACTED]

who came outside and was detained.

We then checked the remainder of the residence.

In the course of our check welfare I noted a realistic airsoft handgun (black with an orange tip) sitting on a table in a bedroom.

No one else was located.

I then went to make contact with the victims.

[REDACTED] [REDACTED]  
Stated that he has had ongoing issues with [REDACTED] and the night of this report he heard a loud bang while he was in the shower. Upon his coming outside he was verbally accosted by [REDACTED], shouting at him to "go back to where you came from", and several other expletives.

Det. Midkiff stated that he arrived home from dinner and that he went to make sure everyone was alright due to the slamming doors and screaming.

I was later informed that two additional neighbors,

[REDACTED] W/F, [REDACTED]

and

[REDACTED] W/M, [REDACTED]

also heard the disturbance and came outside.

I was informed that the group gathered to speak with one another while Anita continued to scream and make a ruckus.

At this point Det Midkiffs father,

[REDACTED] W/M, [REDACTED]

stated that he witnessed [REDACTED] walk over to the passenger side of a Kia sedan,





# AUSTIN POLICE DEPARTMENT

## GENERAL OFFENSE HARDCOPY

### OPEN RECORDS REQUEST

(2704-0 TERRORISTIC THREAT)

GO# 2017-491608  
F-1/43  
NOT APPROVED

open the door and retrieve an item.

Det Midkiff then stated that he observed [REDACTED] was holding a handgun. I was informed that Det Midkiff instructed everyone to run, and took custody of Alvins firearm.

All persons stated that [REDACTED] brandished the weapon, mostly keeping the muzzle to the sky, and began to yell things such as "Thats right, run away", "I have a gun and I'm not afraid to use it", and various other profanities. While advancing towards Det Midkiff while waiving the firearm(with in 15 yards)

I was informed that at this point I arrived on scene.

I contacted Sgt Crumrine to brief him on the call.

[REDACTED] was arrested for Terroristic threat.

NOI- Keith #7549

GENERAL OFFENSE HARDCOPY  
OPEN RECORDS REQUEST  
(2704-0 TERRORISTIC THREAT)Narrative Text

Type SUPPLEMENTS

Subject

Author AP7539 - FRITZ, BRETT

Related Date Feb-19-2017 :34

On 02/18/2017 at approximately 2120 I, Officer Fritz #7539 responded to a GUN HS call for service at 7101 Quimper Ln.

Officer Keith #7549 was the first officer on scene. Officer Keith located the subject in the driveway of 7101 Quimper. Upon my arrival, Officer Keith and Officer Guerra had [REDACTED] prone out in the roadway. I made contact with them, and the 3 of us moved forward to detain [REDACTED]. [REDACTED] was compliant at this time, and I placed her in handcuffs and frisked her without incident. I then identified the subject as [REDACTED]. It was immediately apparent that [REDACTED] was heavily intoxicated, and [REDACTED] admitted to being intoxicated.

Officer Keith then spoke with the complainant, Det. Midkiff. Midkiff stated that he observed [REDACTED] outside of her home yelling and screaming. Det. Midkiff stated the he then observed [REDACTED] holding a handgun in her hand raised over her head while at the same time yelling "I've got a gun and I know how to use it!" and "I've got something for you!" and other statements including listing off a series of firearm calibers that [REDACTED] claimed to own. Det. Midkiff stated that he was immediately in fear for the safety of himself and others in the area. Det. Midkiff advised his father, Alvin, who was present on scene to run away, while Det. Midkiff took tactical positioning in case he was forced to act to preserve life while awaiting uniformed police arrival. Det. Midkiff stated that [REDACTED] did look directly at/towards him while holding the firearm and making the threatening statements, which put Midkiff in fear for his life and the life of his father.

Det. Midkiff stated that he observed [REDACTED] walk to a vehicle in the driveway as well as to the front of the house once prior to Officers arriving and contacting her.

Prior to questioning [REDACTED], I read her the Miranda Rights, [REDACTED] acknowledged receipt and understanding of the rights as read to her.

[REDACTED] stated to me that there is a young Saudi Arabian woman that lives next door to her, [REDACTED] states that this woman is also a pharmacist at the pharmacy [REDACTED]. [REDACTED] told me that she believes this woman is tampering with her [REDACTED]. In addition, [REDACTED] informed me that this woman continually threatens her, however [REDACTED] was unable or unwilling to elaborate on the threats.

During the course of the investigation as [REDACTED] was detained, [REDACTED] was very belligerent and was yelling and screaming incessantly.





# AUSTIN POLICE DEPARTMENT

## GENERAL OFFENSE HARDCOPY

### OPEN RECORDS REQUEST

(2704-0 TERRORISTIC THREAT)

GO# 2017-491608  
F-1/45  
NOT APPROVED

## Narrative Text

Type SUPPLEMENTS

Subject

Author AP8117 - FRASER, JAMES

Related Date Feb-18-2017 23:24

DMAV

On February 18th, 2017 I Officer Fraser #8117 responded to a gun hotshot located at 7101 Quimper Ln. The call text stated

new caller @ 512 808 6788 neighbor just waved gun at another neighbor

When I arrived Officer Keith #7549 and Officer Guerra #4634 had a female prone out in the middle of the road. Officer Guerra came up on the radio asking for me to grab a guy in a white hat due to him trying to approach them from behind. I detained the male in the white hat who was later identified as the following:

Harbourt, William W/M [REDACTED]

I placed handcuffs on William and did a frisk for weapons due to him being placed in the back of my patrol vehicle. I did not locate anything of importance in the search. I also double locked the handcuffs and checked them for spacing.

After the scene was secure I went back to William who was still located in the back of my patrol vehicle. William also said his wife was Anita and they have been married for 20 years. William also said his wife was the one in laying on the ground in the road. I asked William if he knows what was going on and he said "No". William stated it was his wifes birthday and she had been drinking. William said his wife can sometimes get out of control when she drinks so he decided to leave when she started to drink heavily. William told me he left on foot and walked down to the park. When William showed back up from the park he saw his wife prone out on the ground. William said he never saw his wife with a gun and didn't even know she was outside.

I later removed the handcuffs from William and he was told to sit down on the front porch while the other Officers worked the scene. I continued to watch over William and his son until all the officers were done at the scene.

See Officer Keith and Guerra reports for more information.

End Of Report Fraser #8117



**Narrative Text****Type** SUPPLEMENTS**Subject** FIREARMS**Author** AP7539 - FRITZ, BRETT**Related Date** Feb-28-2017 23:07

Regarding the firearms in this case:

During the protective sweep/check welfare inside the residence of 7101 Quimper Ln., a black airsoft gun was observed in plain view. This device was black, and modeled after a semi automatic handgun, realistic in appearance.

In addition, a number of firearm cases were observed inside the residence in plain view in bedrooms and closets. These included long gun cases as well as handgun cases.

In addition to the cases, the homeowner, William, admitted to owning a number of firearms that are kept inside the residence.

None of these firearms were directly seen or seized, as no actual search of the residence occurred.

NOI



# AUSTIN POLICE DEPARTMENT

## CAD Call Print Synopsis

F-1/47

**Search Criteria:**

which\_cad='P' and occ\_date between TO\_DATE('2011-03-02 00:00:00','YYYY-MM-DD HH24:MI:SS') and TO\_DATE('2021-03-02 00:00:00','YYYY-MM-DD HH24:MI:SS') and address like '%7101 QUIMPER%'

Number of Records Returned: 16

Call #	Report #	Call Date	Time	Initial Call Type	Final Call Type	Location	Founded	Cleared By
2020-3110437	2020-3110437	Nov-06-2020	08:39:15	0901 (xASSAULT BY THREAT)	0901 (xASSAULT BY THREAT)	7101 QUIMPER LN, AUSTIN		REPORT WRITTEN
2020-1370443	2020-1370443	May-16-2020	07:33:36	3707 (Traffic Hazard)	3707 (Traffic Hazard)	7101 QUIMPER LN, AUSTIN		CALL COMPLETE
2019-3230639	2019-3230639	Nov-19-2019	10:12:48	()	()	7101 QUIMPER LN, AUSTIN		NO 911 CALL ENTERED
2019-3230496	2019-3230496	Nov-19-2019	09:03:04	()	()	7101 QUIMPER LN, AUSTIN		NO 911 CALL ENTERED
2017-491608	2017-491608	Feb-18-2017	21:18:06	2704 (xTERRORISTIC THREAT)	2704 (xTERRORISTIC THREAT)	7101 QUIMPER LN, AUSTIN		REPORT WRITTEN
2016-3081694	2016-3081694	Nov-03-2016	20:53:11	3401 (Disturbance Other)	3401 (Disturbance Other)	7101 QUIMPER LN, AUSTIN		NO REPORT
2016-2991343	2016-2991343	Oct-25-2016	18:26:48	3401 (Disturbance Other)	3401 (Disturbance Other)	7101 QUIMPER LN, AUSTIN		REPORT WRITTEN
2016-2210944	2016-2210944	Aug-08-2016	14:06:36	3401 (Disturbance Other)	3401 (Disturbance Other)	7101 QUIMPER LN, AUSTIN		NO REPORT
2016-1920609	2016-1920609	Jul-10-2016	09:31:44	TSR (Teleserve Refusal)	TS (Traffic Stop)	7101 QUIMPER LN, AUSTIN		REPORT WRITTEN
2014-1520532	2014-1520532	Jun-01-2014	07:50:20	0700S (Auto Theft Service)	0700 (Auto Theft)	7101 QUIMPER LN, AUSTIN		REPORT WRITTEN
2011-2631505	2011-2631505	Sep-20-2011	18:18:03	3415 (xASSIST COMPLAINANT)	3415 (xASSIST COMPLAINANT)	7101 QUIMPER LN, AUSTIN		NO REPORT
2011-1660599	2011-1660599	Jun-15-2011	09:05:02	2704 (xTERRORISTIC THREAT)	2704 (xTERRORISTIC THREAT)	7101 QUIMPER LN, AUSTIN		REPORT WRITTEN
2011-1460897	2011-1460897	May-26-2011	11:46:59	WS (Warrant Service)	W (W)	7101 QUIMPER DR, AUSTIN		REPORT WRITTEN
2011-1391884	2011-1391884	May-19-2011	19:10:06	0902 (xASSAULT BY CONTACT)	0902 (xASSAULT BY CONTACT)	7101 QUIMPER LN, AUSTIN		REPORT WRITTEN
2011-1101641	2011-1101641	Apr-20-2011	17:51:01	MPID (-Missing HS)	MPI (MPI)	7101 QUIMPER LN, AUSTIN		10/8 FROM A CALL/TRAFFIC
2011-1101596	2011-1101596	Apr-20-2011	17:33:14	3907J (Missing Service)	3907 (xOOC MISSING PERSON)	7101 QUIMPER LN, AUSTIN		CALL COMPLETE

LOH-Legend Oaks HOA  
c/o Goodwin & Company  
11149 Research Blvd Ste 100  
Austin TX 78759  
Voice fax

**F-1/48**  
**Exhibit C**

Date: 10/18/2020 8:47:08 PM

Project Ref: [49615552] 6141 Jumano Lane

Chalice McGee  
6141 Jumano Lane  
Austin TX 78749

Dear Chalice McGee,

I am pleased to inform you that the LOH-Legend Oaks HOA Arc Committee has approved your application for the following project item(s):

**Fence**

The approval is contingent upon compliance with the specifications set forth in the approved application. If your change or addition requires a county, city or state permit, it must be obtained before construction.

We feel this improvement will make a fine addition to our community and look forward to its completion. If you have any questions, please feel free to contact our office at or via email .

Sincerely,

Architectural Control Committee



# Legend Oaks Homeowners Association 2, Inc.

## ARCHITECTURAL CONTROL COMMITTEE APPROVAL APPLICATION

Applicant Name: Chalice McFee Hm Ph: 781-888-2522  
 Address: 6141 Jumano Lane Austin TX 78749 Wk Ph: \_\_\_\_\_  
 Email: [REDACTED] Cell Ph: \_\_\_\_\_  
 Contractor: Viking Fence  
 Anticipated Start Date: October 26th  
 Anticipated Project Completion Time: October 28th

### 1. Approval Requested (Please check one)

- |  |  |
|--|--|
| <input type="checkbox"/> Fence Replacement (Exact) | <input type="checkbox"/> Landscape, Walkways, Beds |
| <input checked="" type="checkbox"/> Fence - NEW    | <input type="checkbox"/> Irrigation                |
| <input type="checkbox"/> Deck or Patio             | <input type="checkbox"/> Pool or Spa               |
| <input type="checkbox"/> Room/Garage Addition      | <input type="checkbox"/> Playscape                 |
| <input type="checkbox"/> Other: _____              | <input type="checkbox"/> Satellite Dish            |

### 2. Please Describe Project - Attached additional pages, if necessary

See attached sheet for details.

### 3. Provide plans and specifications to depict the work to be undertaken (Submit all, as applicable):

- ☒ **Required! A plot plan showing the location and dimensions of the existing and proposed improvements; Plans & specs: footprint of location on property survey is required with submittal.**
- ☐ Structural design, exterior elevations, exterior materials, colors, textures, and shapes of all improvements to be made
- ☐ All exterior illumination including location and method of illumination - No "wash over" of lighting to adjoining property or common areas is permitted
- ☐ Existing and finished grades at lot corners and at corners of proposed improvements
- ☐ Provision for drainage with cut and fill detail if change in lot contour is involved

### 5. Notification of Neighbors - Attach additional page, if necessary

Initials of Neighbors	Address of Neighbors within line of sight of modification
<u>VM</u>	<u>VIVEK MAKARABOOSHANAM, 6146 JUMANO LANE, AUSTIN, TX, 78749</u>
<u>PD</u>	<u>7105 QUIMPER LN, AUSTIN, TX 78749</u>
<u>JC</u>	<u>6133 JUMANO LN, AUSTIN, TX 78749</u>
<u>KE</u>	<u>6142 Jumano Lane Austin, TX 78749</u>

NOTE: Neighbors should be notified of your application; however, this notification does not constitute approval by the neighbor. Nor does the lack of initials by a neighbor mean that this application will be denied. Approvals are only granted by the ACC but notification of the neighbors is encouraged and will assist and possibly accelerate the review process.  
\*\*\*\*\*

**5. Notice to Applicant:**

The authority of the Architectural Control Committee ("ACC") is derived from the Declaration of Covenants, Conditions and Restrictions ("CCRs").

**IMPORTANT: No work should be commenced until written approval is received from the ACC.**

Applicant acknowledges that all improvements must be constructed in accordance with the design guidelines contained in the CCRs in addition to any guidelines or rules adopted by the Association or ACC from time to time. All improvements must be constructed in accordance with the laws, rules, regulations, and building codes of governmental authorities having jurisdiction. Approval of this application does not constitute approval by any governmental authority, nor does it constitute a building permit.

Approval of this application does not give Applicant the right to enter upon the property of any other owner or the common area in order to perform the construction contemplated by this application.

Applicant certifies that the information contained herein is true and correct to the best knowledge and belief of Applicant.



Applicant Signature

10/12/2020  
Date

**SUBMIT THIS APPLICATION TO:**  
**Legend Oaks Homeowners Association 2, Inc.**  
**c/o Goodwin Management, Inc.**  
**11149 Research Blvd., Suite 100**  
**Austin, Texas 78759**  
**Fax: 512-346-4873 or email to:**

The application will be routed to the

**Legend Oaks 2 Architectural Control Committee for consideration**

*Please allow 2-4 weeks for processing applications. If you are not contacted within 5 working days from submittal, an email follow-up to the property manager is recommended.*

**For ACC Use Only -**

Signed

Print Name

Application Approved – Date: \_\_\_\_\_

Application Approved with the following conditions: Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Application Disapproved at this time with the following comments: Date: \_\_\_\_\_

\_\_\_\_\_



**Fence:**

The current fence connected to the properties side yard (Exhibit A) is very old (original fencing in subdivision) frail, and in many areas rotted at the base. I would like to build a new fence (similar look as the existing- same planks etc.) that is 8 feet tall on my property and runs parallel to the existing fence line-as to not tamper with the current fence I share with my neighbor. I will also be replacing the existing fence around the back side of the house and have received approval from the joining neighbors to do this. There are several other homes that have upgraded their fences and even one that has gone taller than the standard 6-foot height. The image below showcases the look of new wood planks which match the existing fence style. Since the fence is not over 8 feet a permit from the city is not required.

**Description of Fence:**

Furnish and install 99' of 8' tall standard privacy wood fencing. All Western Red Cedar Lumber: 1x6x8 residential grade pickets (3/4" thick), (3) 2x4 rails and 2 3/8" bss steel posts. Pickets will be fastened with #6 stainless steel ring shank nails. Includes 1 walk gate, tear out and disposal.





**Viking Fence Co., Ltd.**  
9602 Gray Blvd.  
Austin, Texas 78758  
(512) 837-6411, 1-800-252-8117  
Fax (512) 834-4217  
[www.vikingfence.com](http://www.vikingfence.com)

## Exhibit D

April 26<sup>th</sup>, 2021

To whom it may concern:

I would like to provide a simple statement regarding Viking's involvement in Chalice McGee's project at 6141 Jumano Lane, that our lead estimator Ryan Frank completed. Ryan and his crew have been with our company for years, and have always exhibited exemplary professionalism in their standards, knowledge base, and execution; this project was no different.

1. Ryan and his crew took the time to do his job right from front to back once on the site, including:
  - Proper utility location and review of surveys/plats and such documentation as provided by our client.
  - Adherence to standard fence installation methods, especially for post sets and possible connection points with other fencing.
  - All precautions taken to not damage the client's property and any adjacent property structures that might be present.
  - All code and safety codes and regulations were observed consistently.
  - Proper demobilization protocol at completion of work, etc.
2. His crew in no way caused any damage to existing structures/conditions within the scope of work at any time and were not notified of any possible damage at completion of the work. Currently, there has been no receipt of a complaint regarding the work process.
3. He and his crew worked with the client to ensure that the installed fencing was within the client's official property boundaries as per documentation provided by the client.

Please feel free to reach out to me at any time for further discussion.

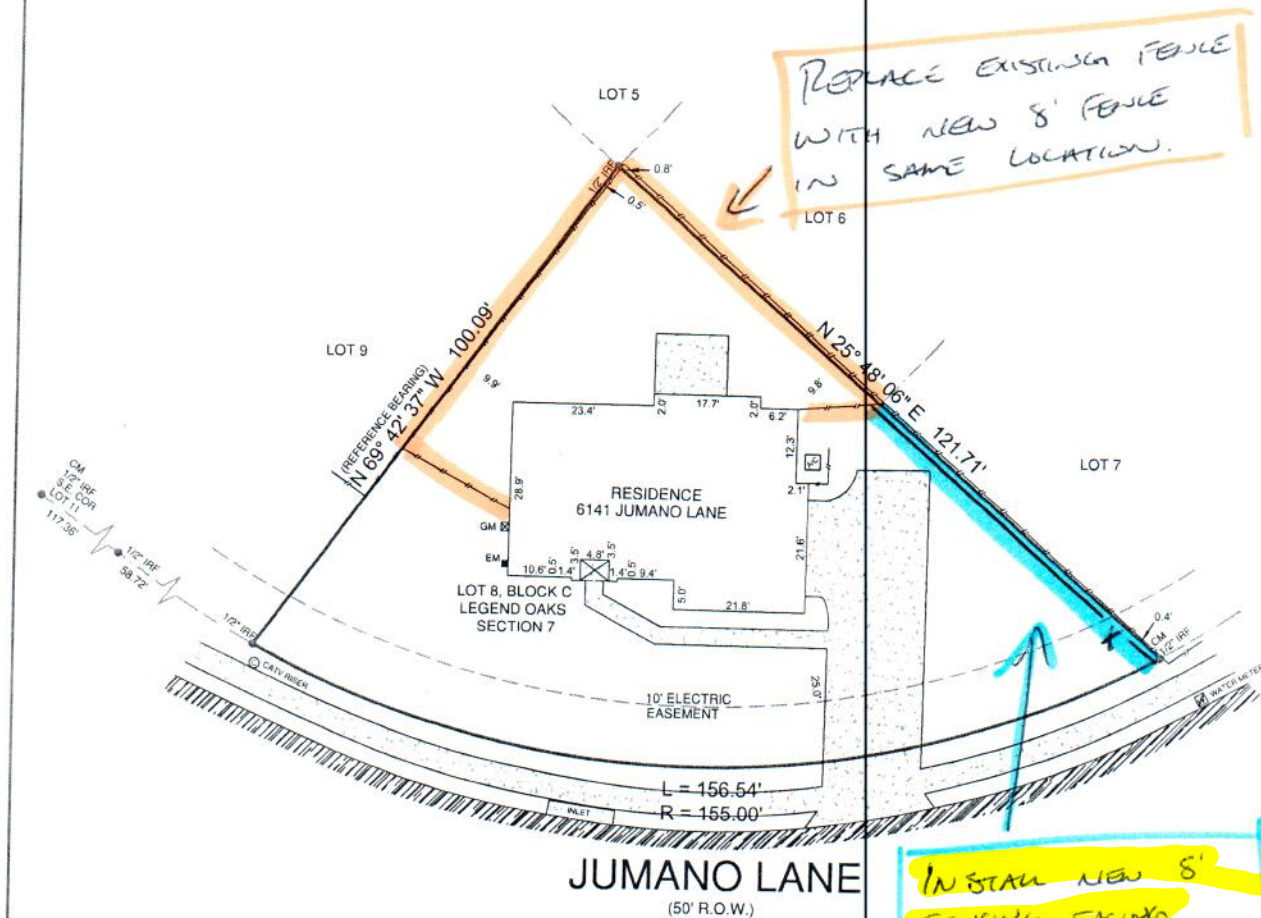
Sincerely,

**Brian C. Tripicchio**  | **General Manager, Austin (TX) Permanent Construction**  
Viking Fence Co. Ltd

Main Office Phone: 512-837-6411

Direct Office Phone: 512-628-2418

[REDACTED]  
[REDACTED]



**LEGEND:**

—•—•— BARNWIRE FENCE	ASPHALT
—•—•— CHAINLINK FENCE	CONCRETE
—•—•— WROUGHT IRON FENCE	GRAVEL
—•—•— WOOD FENCE	TILE
—•—•— VINYL FENCE	WOOD
—•—•— ELECTRIC LINE	BRICK
GM - GAS METER	STONE
EM - ELECTRIC METER	WOOD RAILROAD TIE
IPF - IRON PIPE FOUND	
IRS - IRON ROD SET WITH "PRIMER" CAP	
IRF - IRON ROD FOUND	
CM - CONTROLLING MONUMENT	

**NOTES:**  
 BEARINGS ARE BASED ON THE RECORDED PLAT.  
 THIS PROPERTY IS NOT AFFECTED BY THE FOLLOWING:  
 (10-2) EASEMENT, VOL. 564, PG. 412, D.R.T.C.T.  
 (10-3) EASEMENT, VOL. 8270, PG. 119, D.R.T.C.T.  
 THE PROPERTY IS SUBJECT TO THE EASEMENTS AND EASEMENT RIGHTS SET FORTH IN VOL. 11637, PG. 225, R.P.L.T.C.T.  
 ACCORDING TO THE PLAT SETBACKS SHALL COMPLY WITH THE CITY OF AUSTIN ZONING ORDINANCE. THIS SURVEY DOES NOT SHOW ZONING ORDINANCE REQUIREMENTS.  
 EASEMENTS ARE BASED ON THE RECORDED PLAT UNLESS OTHERWISE NOTED.

**LEGAL DESCRIPTION:**  
 BEING LOT 8, BLOCK C, OF LEGEND OAKS, SECTION 7, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN VOLUME 93, PAGE 89, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

**SURVEYOR'S CERTIFICATION:**  
 THIS IS TO CERTIFY THAT ON THIS DATE A SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION AND REFLECTS A TRUE AND CORRECT REPRESENTATION OF THE DIMENSIONS AND CALLS OF PROPERTY LINES AND LOCATION AND TYPE OF IMPROVEMENTS. THERE ARE NO VISIBLE AND APPARENT EASEMENTS, CONFLICTS, INTRUSIONS OR PROTRUSIONS, EXCEPT AS SHOWN. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES AND IS FOR THE EXCLUSIVE USE OF THE HEREON NAMED PURCHASER, MORTGAGE COMPANY, AND TITLE COMPANY ONLY AND THIS SURVEY IS MADE PURSUANT TO THAT CERTAIN TITLE COMMITMENT UNDER THE GF NUMBER SHOWN HEREON. PROVIDED BY THE TITLE COMPANY NAMED HEREON AND THAT THIS DATE, THE EASEMENTS, RIGHTS-OF-WAY, OR OTHER LOCATABLE MATTERS OF RECORD THAT THE UNDERSIGNED HAS KNOWLEDGE OR HAS BEEN ADVISED AS SHOWN OR NOTED HEREON. THIS SURVEY IS SUBJECT TO ANY AND ALL COVENANTS AND RESTRICTIONS PERTAINING TO THE RECORDED PLAT REFERENCED HEREON.

DATE: 08/20/19  
 FIELD: 08/19/19

JOB NO: 19-05776



David Lee Bell  
 Registered Professional Land Surveyor

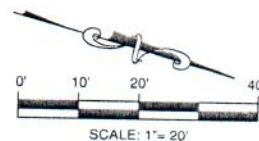
6141 JUMANO LANE, AUSTIN, TX 78749  
 LOT 8, BLOCK C, LEGEND OAKS, SECTION 7



5700 W. Plano Parkway  
 Suite 1200  
 Plano, Texas 75093  
 972-612-3601 (O) | 855-892-0448 (F)  
 www.premiersurveying.com  
 premierorders@premiersurveying.com

DATE:

ACCEPTED BY:



SCALE: 1" = 20'

GF NO.	TFAT-101346
BORROWER	CHALICE MCGEE
TITLE CO.	TEXAS NATIONAL TITLE
TECH	KG
FIELD	NP

**FLOOD INFORMATION:**  
 THE SUBJECT PROPERTY DOES NOT APPEAR TO BE WITHIN THE LIMITS OF A 100-YEAR FLOOD HAZARD ZONE ACCORDING TO THE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND HAS A ZONE "X" RATING AS SHOWN BY MAP NO. 48453C0580 H, DATED SEPTEMBER 26, 2006.



**Premier**  
 SURVEYING, LLC  
 5700 W. Plano Pkwy., Suite 1200  
 Plano, Texas 75093  
 Office: 972-612-3601  
 Fax: 972-984-7021  
 Firm Registration No. 10146200